

The Commission notes that this section is silent as to what disposition, if any, is to be made with the affidavit - whether, for example, the affidavit is to be part of the assignment and acknowledgment filed with the court and served on the employer. Clarifying legislation may be appropriate.

15-305. INJUNCTION.

(A) WHEN INJUNCTION PERMITTED.

IF AN ASSIGNEE FILES OR THREATENS TO FILE AN ACTION TO ENFORCE ANY ASSIGNMENT OF WAGES WHICH DOES NOT COMPLY WITH ANY PROVISION OF THIS SUBTITLE, ON PETITION OF THE ASSIGNOR OR HIS EMPLOYER, A COURT OF EQUITY MAY ENJOIN THE THREATENED OR ATTEMPTED ENFORCEMENT OF THE ASSIGNMENT.

(B) REMEDIES AT LAW AND IN EQUITY MAY COEXIST.

THE FACT THAT A PETITIONER HAS A COMPLETE AND ADEQUATE REMEDY AT LAW DOES NOT CONSTITUTE A DEFENSE TO THE MAINTENANCE OF AN ACTION IN EQUITY TO ENJOIN THE THREATENED OR ATTEMPTED ENFORCEMENT OF THE ASSIGNMENT.

REVISOR'S NOTE: This section presently appears as Art. 8, §12.

The term "assignee" is substituted for "person, firm or corporation" for the purpose of clarity.

The only other changes are in style.

For the general rule regarding an injunction where there may be an adequate remedy at law, see Maryland Rule BB76.

GENERAL REVISOR'S NOTE

For specific prohibitions against taking assignment of wages as security for a loan, see the following sections in this article:

§12-208 ("Small Loans")

§12-409 ("Secondary Mortgage Loans")

§12-607 ("Retail Installment Sales")

SUBTITLE 4. ASSIGNMENT OF DEBTS.

15-401. SUBROGATION OF SURETY.

IF A SURETY IN ANY BOND OR OTHER OBLIGATION FOR THE